



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-103365-25

In the matter of: 3, 1741 DUNDAS ST W
TORONTO ON M6K1V4

Between: WEI DU Tenant
LANA CHO

And

KWOK GIN Landlord

WEI DU and LANA CHO (the 'Tenant') applied for an order determining that KWOK GIN (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$428.89.

Assignment Denied and LMR to be Returned Pro-rated:

2. The Tenant testified that they sent an email to the Landlord on October 21, 2025 indicating that they wanted to move out November 1 or November 15, 2025 or, in the alternative, that they would find an individual to assign the lease to. The Tenant then testified that on October 23, 2025 they had a phone conversation with the Landlord who verbally told them that they would not consent to any assignment and they were refusing the request.
3. The Landlord confirmed that she told the Tenant that she would not agree to them assigning the lease to anyone as she previously had issues.
4. The Tenant testified that after the phone conversation in which the Landlord refused to allow an assignment, they filed an N9 notice on October 23, 2025 with the Landlord to end the tenancy on November 23, 2025 in accordance with the N9 notice.
5. The Tenant testified that the last month's rent deposit was used for November 2025, however they are seeking the return of the pro-rated amount based on their termination

date of November 23, 2025, and they are seeking interest on the last month's rent deposit as it was never paid. The Landlord testified that she has not paid any interest for the last month's rent deposit.

6. Section 95(4)(a) of the Residential Tenancies Act, 2006 (the 'Act') states:

(4) A tenant may give the landlord a notice of termination under section 96 within 30 days after the date a request is made if,

(a) the tenant asks the landlord to consent to an assignment of the rental unit and the landlord refuses consent;

7. Based on the evidence provided, and the Landlord's testimony that she denied a general request for assignment, I am satisfied on a balance of probabilities that the Tenant has established that the Landlord denied the assignment which is not allowed by the Act. Therefore, the Tenant was entitled to serve the N9 notice terminating the tenancy within 30 days.
8. The Tenant's rent was \$1,395.00, and the daily compensation is \$1,395.00 x 12 months divided by 365 days, which is \$45.86. I therefore find that the Tenant is entitled to \$321.02 for 7 days of daily compensation. The interest owed on the last month's rent deposit for 1 year is \$34.87.

Key Deposit Illegally Retained:

9. The Tenant also testified that they had paid a \$25.00 key deposit that the Landlord did not return once they had vacated the rental unit and returned the keys. The Landlord testified that she had not paid the key deposit back and she did receive the returned key.
10. Pursuant to paragraph 17 of O.Reg. 516/06: General of the Act, refundable key deposits, not greater than the expected direct replacement costs, are permitted. Once the Tenant returned the keys, the Landlord is obligated to refund the key deposit.
11. I find on a balance of probabilities that the Tenant has established that the Landlord collected a key deposit and did not return it to the Tenants despite that they returned their keys to the Landlord..

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$428.89. This amount represents:
- \$321.02 for the Last Month's Rent Deposit from November 24, 2025 to November 30, 2025;
 - \$25.00 for the key deposit;
 - \$34.87 for the interest on the last month's rent deposit; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 31, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.